

STATE OF SOUTH CAROLINA)	BEFORE THE CHIEF PROCUREMENT OFFICER
COUNTY OF RICHLAND)	
)	
In the Matter of Protest of:)	DECISION
)	
Mac-Gray Intelligent Laundry Systems)	CASE NO. 2008-121
)	
Clemson University)	POSTING DATE:
RFP No. 6580)	
Laundry Services for On-Campus)	
<u>Residence Halls</u>)	July 25, 2007

This matter is before the Chief Procurement Officer (CPO) pursuant to a letter of protest from Mac-Gray Intelligent Laundry Systems (Mac-Gray). With this request for proposals (RFP), Clemson University (Clemson) attempts to procure laundry services for on-campus residence halls. The solicitation calls for a single vendor to provide coin operated industrial washers and dryers, upgrade and renovate Clemson's laundry facilities, operate the laundry services, collect the cash receipts, and pay Clemson a commission on those receipts. In the letter, Mac-Gray protested Clemson's intent to award to Caldwell & Gregory (C&G) alleging: 1) "errors were made which resulted in the faulty computation of the points assigned to each bidder in the 'Financial/Cost' category" and 2) C&G artificially inflated its financial commitment for the purpose of gaining additional points."

In order to resolve the matter, the CPO conducted a hearing July 17, 2008. Appearing before the CPO were Mac-Gray, represented by Kevin Fahey and Wayne Smith; C&G, represented by John Beach, Esq.; and Clemson, represented by Mike Nebesky, Director, Procurement Services.

NATURE OF PROTEST

The letter of protest is attached and incorporated herein by reference.

FINDINGS OF FACTS

On April 21, 2008, Clemson issued the RFP asking for proposals for laundry services for on-campus residence halls. Clemson specified the scope of work as “to furnish all labor, equipment, and supervision required to provide the university with laundry services for on-campus residence halls and family communities on campus.” [Ex. 1, p. 4, Scope of Solicitation] Clemson required offerors to address in their proposals an overview, the composition of the company, qualifications of its personnel, references, its card system approach, equipment being offered, facilities upgrades offered, maintenance plans, financial practices for managing the activity, promotional activities, and its financial offer to Clemson. In the order of precedence, Clemson listed the evaluation criteria as: Financial, Equipment, Service, References, Laundry Room Improvements, and Student Promotion and Educational Activities.

Clemson issued two amendments to the RFP; Amendment No. 1, on May 6, 2008, provided responses to vendor questions and provided the sales history of Clemson’s laundry facilities [Ex. 6] and Amendment No. 2, on May 8, 2008, which corrected the sales history provided in Amendment No. 1. [Ex. 7]

Clemson received three proposals that they opened on May 20, 2008, organized the evaluation committee and completed the scoring process on May 26, 2008. Clemson entered negotiations with C&G, the highest ranked offeror, on May 28, 2008, concluded negotiations on June 4, 2008, and issued its intent to award to C&G that day. On June 12, 2008, Mac-Gray filed its protest with the CPO.

PROTEST ISSUE NUMBER 2 – CONCLUSION & DETERMINATION

Due to the simplicity of protest issue number 2), that C&G artificially inflated its financial commitment for the purpose of gaining additional points, it is addressed first. Mac-Gray alleged that C&G artificially inflated its financial proposal – that C&G had misrepresented its offer.

Regarding misrepresentations by bidders, the Procurement Review Panel has ruled that a protestant must not merely prove a misrepresentation (which Mac-Gray has not accomplished here), but also prove that

the misrepresentation was made in bad faith or had a material influence on the award. Protest of PS Energy, Case No. 2002-9, 2002 WL 31955058 (2002). See, also, Blue and Gold Fleet, L.P. v. U.S., 492 F.3d 1308, 1317 (Fed.Cir. 2007) (misrepresentations, if proven, must be both material and relied upon in the award of the contract to the government's prejudice). In this case, Mac-Gray alleged that C&G artificially inflated its financial investment at Clemson but did not offer a single shred of evidence - certainly no proof - of its allegation. Mac-Gray wrote in a memo to the CPO, "we feel we were at a competitive disadvantage by having a lower equipment investment." The CPO finds that Mac-Gray offered a less competitive financial investment and was scored accordingly by Clemson. The CPO finds no basis to conclude that C&G made a material or bad faith misrepresentation to the State that had a material influence on the award. Further, the CPO considers this allegation by Mac-Gray to be frivolous.

PROTEST ISSUE NUMBER 1 – CONCLUSION OF LAW

In protest issue number 1), Mac-Gray alleged "errors were made which resulted in the faulty computation of the points assigned to each bidder in the 'Financial/Cost' category."

The RFP announced to the prospective offerors that financial offers would be the most important evaluation criterion; number one in the order of precedence. To be considered in the evaluation of the financial offers were "All financial aspects of the proposals . . . including commissions, each company's proposed investment in Clemson University, and any other financial benefit that might be derived from the proposal." [Ex. 1, p. 6, Proposal Evaluation] Yet, Clemson provided the prospective offerors no sales experience in the RFP for offerors to use in preparing a financial offer. Such an oversight would have biased the entire solicitation against all offerors except the incumbent, Mac-Gray, which obviously possessed the necessary information.

The only information in the RFP relevant to sales experience of Clemson laundry services was in the award scenario Clemson built in its price proposal section of the RFP (typically called a bid schedule). There,

Clemson asked offerors to propose price proposals in the form of a commission percentage on sales of \$200,000. Clemson built its price proposal form as follows:

<u>ITEM</u>	<u>QTY</u>	<u>U/M</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	\$200,000	Lot	Commission to the University	_____ %	\$ _____
2	1	Lot	Total Investment Proposed To be made at Clemson		\$ _____
Total for Evaluation Purposes Only (Item 1+2)					\$ _____

Clemson attempted to correct that oversight with Amendment No. 1 when it offered prospective offerors the revenue experience of \$101,025 for FY 05-06, \$98,886 for FY 06-07, and \$79,475 for FY 07-08. [Ex. 1, pp. 5-7] However, Clemson had to issue Amendment No. 2 to correct Amendment No. 1. According to Amendment No. 2, the correct sales history was \$283,766 for FY 04-05, \$304,463 for FY 05-06, \$309,312 for FY 06-07, and \$273,149 for the partial year of FY 07-08.

However, in spite of the fact that Clemson published sales history and corrected sales history in Amendments 1 and 2 reporting annual sales above \$300,000, Clemson never altered its award scenario, which implied sales of \$200,000, an understatement of annual sales by approximately one third. This differential between the evaluation scenario and the actual sales history contained in the amendments set in motion a combination of factors that helped cause significant differences in the bidding strategies of the offerors.

The two leading offerors approached their financial proposals very differently. C&G emphasized the investment to be made to Clemson's laundry facilities by offering an investment of \$519,225 and deemphasized its sales commission offer. In contrast, Mac-Gray emphasized its sales commission offer to Clemson, actually offering a commission percentage of 105%, with a minimum guarantee of \$200,000 per year, but offering capital investment less than C&G. [During the hearing, it became apparent that Mac-Gray intended its commission offer to be based upon the fictitious evaluation scenario's sales estimate of \$200,000, not actual sales history of more than \$300,000 annually, which is what Clemson intended.]

C&G's PROPOSAL

C&G initially offered a sales commission of "Eighty-five percent (85%) of all revenues above \$183,300 Annually." [Ex. 3, p. 12] Mr. Nebesky sought a clarification from C&G regarding its commission offer. C&G clarified its commission offer to be:

*48% = \$205,445

* All terms of our original proposal remain the same. This percentage is provided for comparison purposes.

Mr. Nebesky was not satisfied with C&G's qualification of the sales commission and sought a second clarification from C&G. Specifically, according to testimony, Mr. Nebesky advised C&G that he could not accept their qualified price proposal with the footnote and asked C&G to remove it. In response, C&G removed the footnote and offered a sales commission of "48% -\$205,445" without qualification.

However, even after two attempts at clarification, C&G's final offer is either nonsense or a clerical error in that the evaluation scenario created by Clemson provided annual sales of \$200,000, then asked offerors to propose a sales commission and calculate the value of commission offer to Clemson as the extended price [$\$200,000 \times \text{___\%} = \text{Extended Price}$]. For C&G's extended price to calculate mathematically, C&G had to use sales of \$428,010 [$\$428,010 \times 48\% = \$205,445$]. However, the sales figure of \$428,010 is not reflected anywhere in the RFP.

According to Mr. Nebesky, in accordance with the bidding provisions of the RFP (when an obvious discrepancy exists between an offeror's unit price and extended price, unit price governs) he disregarded C&G's extended price of \$205,445 and recalculated C&G's sales commission himself to be \$96,000 [$\$200,000 \times 48\% = \$96,000$]. He scored C&G's price proposal for sales commission of \$96,000.

MAC-GRAY's PROPOSAL

Mac-Gray approached the price proposal quite differently. Mac-Gray offered three separate proposals, Package A, Package B, and Package C under one wrapper.¹ Mac-Gray offered a "unit price" of 105% with an extended amount of \$210,000 and a note that they were also offering a "minimum annual guarantee" that they would pay Clemson University of \$200,000 or "60% of gross revenue, whichever is higher." [Ex. 4] It therefore appears that Mac-Gray thought the price proposal was referring to the commission amount that it would be required to pay Clemson because the figure given (\$200,000) in the proposal did not have any relationship to the expected gross income.² This figure was thereafter reduced from \$210,000 to the annual guarantee figure of \$200,000 by Mr. Nebesky although Mac-Gray was not contacted.

DETERMINATION – PROTEST ISSUE NUMBER 1

Differences in bidding strategy are an everyday occurrence for purchasers. In the spirit of competition, each bidder evaluates the purchase offer, weighs his risk and launches a bidding strategy that he feels is most favorable to his company. Different bidding strategies are inevitable; bidding schemes abound. However, as purchasers, particularly as public purchasers, we have a duty to attempt to level the competitive field through honest bidding scenarios that reflect our actual conditions, to provide as much information as possible to bidders in order to reduce their risk and thereby reduce their price, to announce our evaluation methodology as clearly as possible to all bidders, and to consistently apply the Code and our evaluation methodology in an equitable manner.³ That simply did not happen in this case.

¹ The CPO typically does not allow alternate offers in the same wrapper, but requires that alternate offers be made separately.

² While a \$200,000 minimum annual payment could be understood based upon expected gross revenues in excess of \$300,000, the concept of paying a 105% commission in addition to making a financial investment indicates that there was a misunderstanding.

³ An RFP must disclose all evaluation factors, along with their relative importance, necessary for offerors to meaningfully compete on an equal basis. While the RFP need not identify each and every individual element encompassed within a stated evaluation factor, unstated individual elements must be reasonably subsumed within the stated factors. S.C. Code Ann. § 11-35-1530(5).

Clemson invented an award scenario that estimated annual sales of \$200,000. According to testimony, no one believed the evaluation scenario of sales of \$200,000. Both bidders expected to surpass that sales volume substantially. Clemson's own solicitation documents discredited that figure so much so that the bidders viewed it differently: C&G assumed the \$200,000 as sales, but they expected to beat that amount significantly; Mac-Gray assumed the \$200,000 as commission due to Clemson, not sales at all.

Additionally, in spite of the fact that Clemson offered a contract with a potential term of five years, Clemson evaluated sales commissions based upon a single year. Clemson argued that the term of the contract was for one year plus four one-year extension options, which only guaranteed the successful offeror a contract for one year. The CPO agrees. However, the offerors expected a five year contract based upon the full potential term of the contract as well as Clemson's own history regarding this particular contract. In a memorandum to the CPO, Mac-Gray wrote, "Clemson has awarded 3 laundry service contracts and each one has lasted 5 years."

Regarding evaluation of the financial offers, Clemson's RFP reads, "All financial aspects of the proposal will be evaluated, including commissions, each proposed investment in Clemson University, and any other financial benefits that might be derived from the proposal." [Ex. 1, p. 6, Proposal Evaluation] According to the bidding schedule, price proposals would be evaluated based upon equal consideration of sales commissions and investment to be made at Clemson. However, Clemson evaluated the sales commission offers based upon a contract term of one year, but evaluated the investment to be made at Clemson based upon a full term of five years.

Clemson scored the different aspects of the price proposals in a manner inconsistent with the proposal evaluation provisions of the RFP and the bidding schedule. Investment offers were weighted at full value over the potential five-year life of the contract, but not commissions. Offerors were required to install new equipment, renovate Clemson's laundry facilities and propose promotional activities and educational opportunities "to enhance students' understanding of how to correctly do laundry, and how to correctly use

your equipment.” [Ex. 1, p. 6, Promotional Activities and Educational Opportunities] Additionally, if the contractor’s capital investments were to occur initially upon award of the contract and Clemson chose not to renew the contract after the first year, the contractor would be inappropriately harmed.⁴

Clemson’s scoring approach had the very real affect of placing greater weight on the “total investment proposed to be made at Clemson” than the “Commission to the University.” According to Mr. Nebesky, this approach, which emphasized investment into Clemson facilities and not commissions, was Clemson’s intention all along. However, Clemson never signaled that intention to the offerors. How were they to know how the two components of their price proposals would be evaluated? Clemson’s emphasis on investment had the affect of penalizing Mac-Gray who emphasized sales commission in its proposal, not investment proposed at Clemson. Since Clemson only considered the first year’s sales commission, Clemson credited Mac-Gray with a sales commission guarantee of \$200,000 and C&G with a sales commission of \$96,000. Had Clemson considered the total potential sales commissions for the full five years, under Clemson’s interpretations of the offers [which the CPO doesn’t necessarily agree with], Mac-Gray’s financial offer would have been scored based upon sales commissions of \$1,000,000 and C&G’s financial offer would have been scored based upon sales commissions of \$480,000.

Clemson’s allowance of clarifications of the price proposals is also troubling. In C&G’s case, Clemson allowed two clarifications of the financial offer. The Consolidated Procurement Code (Code) allows the state to engage in discussions with offerors as follows:

As provided in the request for proposals, and under regulations, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness

⁴ While the solicitation provided for a one year contract with additional option years, the solicitation should have called for a five year contract with a termination for convenience clause. The proposed contract envisions a substantial capital investment by the successful offeror. In fact, both offerors proposed capital investments that exceed the highest historical annual gross sales amount. Accordingly, any such contract should not be awarded for a single year with optional renewals. Rather, it should be awarded as a multi-term contract of sufficient duration that the contractor can amortize its capital investment over the life of the contract. Awarding such a contract for one year at a time burdens the contractor with the risk of non-renewal after one year and no way to recoup its initial capital investment. *See, generally*, S.C. Code Ann. § 11-35-2030 and S.C. Code Ann. Regs § 19-445.2135(E)(7). *See, also*, S.C. Code Ann. § 11-34-3410(3). Clemson is advised to abandon the termination clauses used in this solicitation and use those issued by the CPOs.

to, the solicitation requirements. All offerors whose proposals, in the procurement officer's sole judgment, need clarification must be accorded that opportunity. [11-35-1530(6)]

This statute is a relatively new update to the Code enacted by the General assembly in 2006. The supporting regulations complete the requirements and require:

(3) Limitations. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Ordinarily, discussions are conducted prior to final ranking. Discussions may not be conducted unless the solicitation alerts offerors to the possibility of such an exchange, including the possibility of limited proposal revisions for those proposals reasonably susceptible of being selected for award. [R.19-445.2095 (I)(3)]

Clemson did alert offerors to the prospect of discussions being conducted. Its RFP directed offerors to Clemson's website for instructions to offerors. Specific to discussions with offerors, Clemson's instructions to offerors read, "After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]" [http://virtual.clemson.edu/groups/procurement/terms/bidding_tc.htm]

However, the supporting regulations to SC Code section 11-35-1530(6) require:

(4) Communications authorized by Section 11-35-1530(6) and items (1) through (3) above **may be conducted only by procurement officers authorized by the appropriate chief procurement officer.** [19-445.2095 (I)(4)] [emphasis added]

Clearly, the regulations limit authorization to enter into discussions of the type conducted by Mr. Nebesky to state personnel authorized by the chief procurement officer to do so. At the time of this solicitation (or presently), neither Mr. Nebesky nor anyone at Clemson has been authorized by the chief procurement officer to conduct discussions under SC Code section 11-35-1530(6).⁵ Therefore, the reference to 11-35-1530(6) was inappropriate, as it was not available to Mr. Nebesky.

SC Code section 11-35-1530 of the Code incorporates available provisions of section 11-35-1520 of the Code. It reads, "a contract may be entered into by competitive sealed proposals subject to the provisions

⁵ In fact, Clemson has requested such authority. This CPO has not yet responded to that request.

of Section 11-35-1520 and the ensuing regulations, unless otherwise provided in this section.” [11-35-1530(1)] Section 11-35-1520 allows for discussions to occur, but stipulates “After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted.” [11-35-1520(7)] Absent authorization from the chief procurement officer to conduct discussions with offerors under SC Code section 11-35-1530(6), Clemson’s discussions with offerors were limited to those authorized under SC Code section 11-35-1520. Clearly, this provision of law prohibits changes in bid prices, yet Clemson allowed C&G to change its price twice; each event in violation of law.

Actually, C&G offered an initial price proposal on sales commission that was quite clear and should have required no clarification. C&G offered “Eighty-five Percent (85%) of all revenues above \$183,300.” According to Clemson’s award scenario, annual sales were projected to be \$200,000. Therefore, C&G offered a sales commission of \$14,195 per year. [$\$200,000 - \$183,300 = \$16,700 \times 85\%$] Clemson should have scored C&G’s proposal based upon commissions of \$14,195 per year. However, Clemson allowed C&G two chances to clarify its sales commission and ultimately scored C&G proposal based upon a sales commission offer of \$96,000 per year.⁶

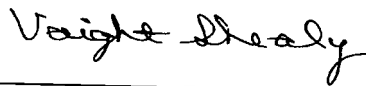
Further, the fact that Clemson allowed C&G to clarify its price proposal twice, but never bothered to ask Mac-Gray why its financial offering included commissions of 105% of total sales, which make no sense on its face, seems very unfair.⁷ Apparently, Clemson never raised a question with Mac-Gray about how anyone could offer commissions to Clemson of 5% more than its total sales because Mac-Gray offered a guarantee of commissions of \$200,000 annually (the same as Clemson’s total sales per year according to its award scenario). Of course, the clarification of C&G’s price directly impacted the computation of the points assigned to each bidder in the ‘Financial/Cost’ category”.

⁶ Even if Clemson had been authorized to conduct discussions, Regulation 19-445.2095(I)(2) only allows proposal revisions to resolve uncertainties, suspected mistakes, or issues of non-responsiveness. The CPO finds that these circumstances do not exist regarding C&G’s price proposal.

⁷ Again, Regulation 19-445.2095(I)(3) expressly provides that “[o]fferors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.”

The Code places a high threshold on a protest of an evaluation of proposals received subsequent to a RFP. It provides that the determinations required by Section 11-35-1530(9) (Competitive Sealed Proposals Award) are final and conclusive, unless clearly erroneous, arbitrary, capricious, or contrary to law. In this case, Clemson's evaluation of the financial offers violated the stated evaluation provisions of the RFP, was filled with inequities, and Mr. Nebesky's clarifications of the financial offer from C&G were in violation of the Code. Clearly, the Code's high threshold has been breached in this case. Therefore, the protest is granted; the award is cancelled.

Remedy is made difficult in this case because Clemson is attempting to complete award of the RFP and up fit of its laundry areas including replacement of all machines before the beginning of Fall Semester. However, the CPO sees no option but to direct that the procurement be resolicited; that the RFP's proposal evaluation section be revisited by Clemson⁸ with the focus on correcting the award scenario and providing a clear message to the offerors on how the evaluation of financial offers will occur.⁹



R. Voight Shealy
Chief Procurement Officer
for Supplies and Services

July 25, 2008

Date

Columbia, S.C.

⁸ One requirement that Clemson must remove from consideration is any requirement that offerors pay financial contributions to any entity other than Clemson University. According to testimony, during negotiations, Mr. Nebesky asked C&G to make a contribution to another organization in the form of a carbon offset allowance on behalf of Clemson University. Such a requirement, even a noble one, that an offeror make a contribution to any organization but Clemson University is improper.

⁹ At a minimum, the RFP must indicate the decisional logic that the agency intends to use to make the selection decision. Fairness demands that potential offerors have such information. Moreover, only when the solicitation explains what is most important to the using agency can potential offerors develop proposals that best emphasize those elements of performance most needed by the state.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 66.1 of the 2007 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2007 S.C. Act No. 117, Part IB, § 66.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

June 12, 2008

The Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201.

Re: Intent to Award of Solicitation Number 6580, Laundry Services for On-Campus
Residence Halls at Clemson University

Dear Chief Procurement Officer,

Upon careful review of the solicitation for laundry services and the evaluation completed by Clemson University of the proposals that were received by the University, we believe that errors were made which resulted in the faulty computation of the points assigned to each bidder in the "Financial/Cost" category. We believe that Mac-Gray Services, Inc.'s ("Mac-Gray") proposal provided the University with a superior financial package and if we were given the maximum points in this category then we should have been awarded the contract.

The RFP stipulated that "the contractor must determine the best possible mix of equipment that will maximize service, utility savings and revenues" (page 5, section F, Equipment). In addition, the RFP stipulated that "artificially inflating your financial commitment for the purpose of gaining additional points is grounds for proposal rejection" (page 6, section K, Financial Package). We believe that we provided the best mix of equipment, a competitive renovations, promotions and amenities offer and we represented an accurate cash value of our offer (capital investment). By doing so and not artificially inflating the cash value of our offer (capital investment), our cash value for equipment was significantly lower than the other bidders and as a result put us at a competitive disadvantage. Based on these factors, we do not believe our proposal was fairly evaluated and accordingly, Mac-Gray files this protest of the award of the contract to Caldwell & Gregory and requests that the University reconsider the award.

Albuquerque
Atlanta
Austin
Baltimore
Boston
Buffalo
Charlotte
Chicago
Dallas
Denver
Hartford
Houston
Miami
Nashville
New Orleans
New York City
Phoenix
Portland, ME
Portland, OR
Salt Lake City
Seattle
Syracuse
Tampa
Tucson

Thank you for your consideration and we look forward to a fair resolution of this matter. Please let us know if we can provide any additional information and what the next steps in the protest will be.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neil MacLellan".

Neil MacLellan
Executive Vice President of Sales

cc: Linda Serafini, Esq.
cc: Mr. Mike Nebesky
Director of Procurement Services
Clemson University
Administrative Services Building
Silas N. Pearman Blvd.
Clemson, SC 29634